

## INSTAGRAM GAME RULES - FOLLOW & COMMENT

### **Article 1: Organizing Company**

The company Gandi, hereinafter the "Organizing Company", a Simplified Joint Stock Company with a capital of €2,300,000, having its registered office at 63-65 boulevard Masséna in Paris (75013) France, registered under number 423093459 in the Paris Trade and Companies Register, is organizing a free game with no obligation to purchase entitled "FOLLOW & COMMENT" (hereinafter the "Game").

### **Article 2: Duration**

The Game will run from Tuesday, January 19, 2021 2:00 pm (Paris time) to Friday, January 22, 2021 2:00 pm (Paris time). The Game consists in commenting the Game post published on Gandi's Instagram account: @gandi\_net.

### **Article 3: Participants**

The Game is open to any person over the age of majority. Staff members of the Organizing Company cannot participate in the Game. The Organizing Company reserves the right to verify any information concerning the identity of any participant. Any person who has provided a fraudulent, false, misleading, incorrect or inaccurate identity, or who has multiple accounts, shall be excluded from the Game and shall not be entitled to benefit from the prize in the event of a win. Participation in the Game implies full acceptance of these rules.

### **Article 4: Terms of participation**

The Game takes place on Instagram, on the dates indicated in Article 1. In order to participate in the Game, Participants must have an Instagram account and comment on the Game launch post published on Gandi's Instagram account: @gandi\_net. Participants may comment several times: they will nevertheless only be counted once in the final draw.

### **Article 5: Exclusion of participation**

Any participation in the Game in violation of these Rules will make such participation invalid. Thus, any identification or participation that is incomplete, erroneous or inaccurate, or made after the deadline (the date and time of comment of participants, as recorded by Instagram being taken into account) or based on a false statement, will result in the exclusion of the participant and the non-award of the prize that he could have won and will not be entitled to any compensation whatsoever, and this without the liability of the Organizing Company being engaged. The Organizing Company reserves the right to carry out any verification for the respect of the present article as well as of the whole of the rules, in particular to exclude any participant having committed any abuse whatsoever, and may limit this verification to the winners, the Organizing Company having no obligation to carry out a systematic verification on all the participants. The Organizing Company reserves the right to notify Instagram and to exclude from the Game those participants whose participation in the Game is not in accordance with the values of the Organizing Company, contrary to good morals or which may infringe upon the rights of third parties. Any fraudulent participation leading to an undue gain shall result in the non-distribution of the prize or the deletion of the domain subscribed via the prize obtained fraudulently.

### **Article 6: Designation of winners**

The Organizing Company will proceed to a random draw among the participants on the closing date for entries in order to determine the winners. The prizes defined in Article 8 of the Rules, will be awarded to the winners in the order in which they are drawn.

#### **Article 7: Announcement of winners**

The winners will be contacted by the Organizing Company in a private message via Instagram by February 9, 2021 at the latest. Only the winners will be informed of the results of their participation in the Game. No e-mail or mail will be sent to participants who have not won, even in response.

#### **Article 8: Endowments**

The winners of the first draw will receive:

- either one (1) Gandhi T-Shirt from among the t-shirts available on the t-shirt store: [https://t-s.fr/index.php?cat\\_id=19](https://t-s.fr/index.php?cat_id=19), with a unit value of €20.15 (all taxes included).
- or one (1) GAME WATCH SM BROS SYSTEM console with a unit value of €49.99 (all taxes included).

The total number of prizes for this first draw is :

- ten (10) Gandhi T-Shirts from among the T-Shirts available on the T-shirt store: [https://t-s.fr/index.php?cat\\_id=19](https://t-s.fr/index.php?cat_id=19), with a unit value of €20.15 (all taxes included),
- one (1) GAME WATCH SM BROS SYSTEM console with a unit value of €49.99 (all taxes included).

The winners of the second draw will receive:

- one (1) creation or transfer of a standard domain name in .ART, .CLUB, .SHOP, .BEST, .WORLD, .EMAIL, .LIVE, .SITE, .ONLINE, .TECH (grid A).

The prize won will take the form of a one-time use promotional code, which must be entered on Gandhi's order interface (Promotional Code field) during the registration or transfer of the domain name.

The total number of prizes for this second draw is:

- one hundred (100) creations or transfers of a standard .ART domain name, with a unit value of €15.58 (excluding taxes) (grid A),
- one hundred (100) creations or transfers of a standard .CLUB domain name, with a unit value of €15.09 (excluding taxes) (grid A),
- one hundred (100) creations or transfers of a standard .SHOP domain name, with a unit value of €41.03 (excluding taxes) (grid A),
- one hundred (100) creations or transfers of a standard .BEST domain name, with a unit value of €25.09 (excluding taxes) (grid A),
- one hundred (100) creations or transfers of a standard domain name in .SITE, .TECH or .ONLINE (grid A),
- ten (10) creations or transfers of a standard .WORLD domain name, .EMAIL or .LIVE (grid A).

Promotional codes won can be used until March 1, 2021 11:00 a.m. (UTC).

The value of the prizes is determined at the time of writing of the present rules and cannot be contested as to their evaluation.

#### **Article 9: Prizes awarding**

Prizes will be sent via Instagram as a private message following the announcement of the results. The winner of the game console will have to provide a valid postal address in metropolitan France for the delivery of the prize. Failing this, the Organizing Company reserves the right to send the winner a prize of equivalent value. The winners undertake to accept the prizes as offered without the possibility of exchange, in particular for cash, other goods or services of any kind whatsoever, nor transfer of the benefit to a third party. Likewise, these prizes may not be the subject of compensation claims. The winners are not authorized to transmit the promotional codes to a third party. The Organizing Company reserves the right, in the event of the occurrence of an event beyond its control, in particular related to its suppliers or to customs constraints, to replace the prizes announced, by prizes of equivalent value. The winner concerned will be kept informed of any changes.

#### **Article 10: Intellectual property**

The reproduction, representation, or exploitation of all or part of the elements making up the Game, including these rules, is strictly prohibited.

All trademarks, logos, texts, images, videos, and other distinctive marks reproduced on Gandhi's Instagram accounts, as well as on the websites to which they allow access via hypertext links, are the exclusive property of their holders and are internationally protected as such by the provisions of the Intellectual Property Code. Their unauthorized reproduction constitutes an infringement punishable by law.

#### **Article 11: Use of participants' personal data**

The communication of personal data by the participant, at the time of registration and participation in the Game, constitutes consent and gives rise to the creation by the Organizing Company of a file containing said data for the purposes of the smooth operation and promotion of the Game and the awarding of prizes.

This information is intended for the Organizing Company and may be transmitted to its technical partners and to any service provider in order to ensure the smooth operation of the Game and delivery of prizes.

The Participant's personal data shall be kept only for the duration of the management and communication of the Game and shall subsequently be deleted within a maximum period of three months from the end of the Game.

The Organizing Company has appointed a Personal Data Protection Officer, whom the Participant may contact at the following address: [dpo@gandi.net](mailto:dpo@gandi.net).

The Organizing Company shall take the appropriate physical, technical, and organizational measures to ensure the security and confidentiality of the participant's personal data in order to protect it against any loss, accidental destruction, alteration and unauthorized access.

In accordance with Law No. 78-17 of January 6, 1978 relating to computers, files, and freedoms as amended, and European Regulation No. 2016/679 of April 27, 2016 on the protection of personal data, any participant may withdraw his consent and exercise his right to access, oppose, correct, update, delete, and limit the processing, as well as the right to portability of personal data, by sending his request:

- via the online form available at the following address: "<https://gandi.net/fr/mes-droits/>";

- by mail at the following address: Data Protection Officer, Gandi SAS, 63-65 Boulevard Masséna, 75013 Paris.

This request must be signed by the participant and accompanied by a photocopy of the participant's valid identity card as well as the address to which the reply must be sent.

Consequently, persons who exercise the right to delete or oppose their personal data before the end of the Game will be deemed to have waived their entry in it.

## **Article 12: Liability**

Participation in the Game implies the participants' knowledge and acceptance of the characteristics and limitations of the Internet and social networks, and the lack of protection of certain data against possible hacking or piracy and against the risks of contamination by possible viruses circulating on the network.

The Organizing Company shall not be liable for any damage, material or immaterial, caused to the participants, to their computer equipment and/or to the data stored therein resulting from malicious intervention, connection problems, hardware or software problems, or disruptions external to the Organizing Company.

The Organizing Company reserves the right to interrupt, postpone, modify, shorten, extend, or cancel the Game if circumstances so require (in particular if the smooth administrative and technical operation of the Game is disrupted by a virus, computer bug, unauthorized human intervention or any other cause beyond the control of the Organizing Company). The Organizing Company shall not be held liable for such circumstances.

The Organizing Company shall in no event be held liable in the event of impersonation or any other act of deception by one of the participants regarding his or her identity.

The Organizing Company shall not be held liable for delays in sending or the loss of prizes. It shall also not be held liable and no recourse may be taken against it in the event of the occurrence of events of force majeure that partially or totally deprive the participants of the possibility of participating in the Game and/or the winners of the benefit of their winnings.

Prizes that cannot be awarded for reasons beyond the control of the Organizing Company (erroneous e-mail or postal address, etc.) will be definitively lost and may not be reassigned.

The Organizing Company as well as its service providers and partners may not be held responsible for the loss or theft of prizes, for any incidents that may occur in the use of prizes by the winners once they have taken possession of them.

Any additional cost necessary to take possession of the prizes shall be borne entirely by the winners without them being able to request any compensation from the Organizing Company, nor from any service providers or partners.

## **Article 13: Rules**

### **13.1. Consultation**

These Game Rules may be viewed online and printed at any time at <https://news.gandi.net/en/2020/03/rules-gandi-20-years/>

They may be sent free of charge to any person who requests them from the Organizing Company.

### 13.2 Acceptance of the Rules

The mere fact of participating in the Game implies full and unreserved acceptance of these rules.

### 13.3 Claims

To be taken into account, any disputes or complaints relating to the Game must be made within one month of the closing date of the Game at one of the following addresses:

- Gandi SAS, 63-65 boulevard Massena 75013 Paris, France
- gandi20@gandi.net

All claims for prizes must be accompanied by the confirmation email stipulating:

- the prize won by the Participant;
- his or her contact information (title, surname, first name, postal address, telephone number);
- the object of his or her claim.

The Organizing Company reserves the right to decide, without appeal, any difficulty that may arise with respect to the interpretation or application of these rules.

### **Article 14: Applicable law**

The present rules are subject to French law.

### **Article 15: Convention of proof**

The computerized records, kept in the computer systems of the Organizing Company and its providers, under reasonable conditions of security and reliability, are considered as proof of the relations and communications between the Organizing Company and the participant.

It is consequently agreed that, except in the case of manifest error, the Organizing Company may avail itself, in particular for the purposes of proof of any act, fact, or omission, of the programs, data, files, records, operations and other elements (such as monitoring reports or other reports) of a nature or in a computer or electronic format or medium, established, received or kept directly or indirectly by the Organizing Company, in particular in its computer systems.

The elements considered thus constitute proof and if they are produced as evidence by the Organizing Company in any litigation or other proceedings, they will be admissible, valid and opposable between the parties in the same manner, under the same conditions and with the same probative force as any document that would be drawn up, received, or kept in writing.

Operations of any kind carried out using the identifier and code assigned to a participant, following registration, are presumed to have been carried out under the participant's responsibility.